



## Loudoun County Public Schools

Purchasing Services

A Division of the Department of Business and Financial Services

102 North Street, N. W., Room #1

Leesburg, Virginia 20176-2299

Telephone: 703-771-6507

Fax: 703-771-6503

### BID DOCUMENT INCLUDES:

- IFB#0501– CUSTODIAL SUPPLIES
- EXCEPTIONS SHEET
- RIDER CLAUSE
- GENERAL CONDITIONS AND GUIDELINES

### **NOTE:**

**MARK THE OUTSIDE OF THE BID ENVELOPE:  
LOUDOUN COUNTY PUBLIC SCHOOLS: IFB #0501  
CUSTODIAL SUPPLIES**



May 18, 2003

LOUDOUN COUNTY PUBLIC SCHOOLS  
Leesburg, VA 20176-2299

TO WHOM IT MAY CONCERN:

Loudoun County Public Schools is extending an Invitation for Bid to your company. We hope that you will consider entering a bid. The information necessary to submit a bid is contained herein.

**IFB#0501**

**CUSTODIAL SUPPLIES**

BID RECEIPT DATE: Wednesday, June 2, 2004

BID RECEIPT TIME: 2:00 P.M. LOCAL PREVAILING TIME

BID RECEIPT LOCATION: Purchasing Services  
Loudoun County Public Schools  
102 North Street, N. W., Room #1  
Leesburg, VA 20176-2299  
Attention: Sandra F. Moody, Purchasing Supervisor

Pursuant to and in compliance with this document and its enclosures hereinafter referred to as the Contract Documents for: IFB#0501, CUSTODIAL SUPPLIES the undersigned, having become thoroughly familiar with the terms and conditions of this document and with the local conditions which may affect performance and costs, hereby proposes and agrees to furnish all labor and/or materials hereinafter specified, and to fulfill the intent of this agreement in accordance with this document as interpreted by Loudoun County Public Schools. The bidder hereby designates the following office to which correspondence shall be delivered.

Company Name: \_\_\_\_\_

Federal Identification Number or Social Security Number: \_\_\_\_\_

Authorized Agent (TYPED NAME): \_\_\_\_\_

Signature (**IN BLUE INK**): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number/Toll Free(if available): \_\_\_\_\_

Extension: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Date: \_\_\_\_\_

LOUDOUN COUNTY PUBLIC SCHOOLS  
INVITATION FOR BID #0501  
CUSTODIAL SUPPLIES

1. PURPOSE

- 1.1. Loudoun County Public Schools will receive sealed bids for the purchase of custodial supplies. The information necessary to submit a bid is here within contained.

2. SUBMISSION OF BIDS

- 2.1. Mail or deliver bids to:

Purchasing Services  
Loudoun County Public Schools  
102 North Street, N.W., Room #1  
Leesburg, Virginia 20176-2299  
Attention: Sandra F. Moody, Purchasing Supervisor

- 2.2. This document, in its entirety, constitutes the Bid Form. Different forms of this bid will NOT be accepted. Each bidder shall submit a bid, using the form provided in this solicitation, in

**DUPLICATE** in a sealed envelope marked:

Loudoun County Public Schools: IFB #0501  
CUSTODIAL SUPPLIES

- 2.3. The Purchasing Office will mark the bids as to the date and time received. It is the sole responsibility of the vendor to ensure that his bid reaches the Purchasing Office by the designated date and hour. **NO FAXED BIDS WILL BE ACCEPTED.**

- 2.4. Bids will be opened promptly at **2:00 P.M. on Wednesday, June 2, 2004** in the Purchasing Office, 102 North Street, N.W., Room #1, Leesburg, Virginia. **NO LATE BIDS WILL BE ACCEPTED.**

- 2.5. Bids must be signed in blue ink by a person authorized to act on behalf of the offeror.

- 2.6. Requests for additional information or clarification of specifications should be directed in writing to: Mary Anne McConnell, Bid Specialist, Loudoun County Public Schools, 102 North Street N.W., Room #1, Leesburg, Virginia 20176-2299 or faxing to 703-771-6503 or sending an e-mail to [lcpspurchase@loudoun.k12.va.us](mailto:lcpspurchase@loudoun.k12.va.us). Requests for information should be received no later than five (5) business days before the bid opening.

3. ITEM SPECIFICATIONS

- 3.1. Unless bidding a brand name item specified in the bid, **the bidder must remove a picture and literature describing the item from a catalog and assemble this information into a separate folder with each item clearly identified and marked with corresponding number as listed in the bid.** In addition, the catalog page number should be noted. Failure to do this may result in the bid being declared nonresponsive. Samples also may be requested for evaluation purposes.

#### 4. CONTRACT AWARD

- 4.1. The award, if any, will be made to the lowest responsive and responsible bidder that meets or exceeds the specifications and conditions of the bid and is in the best interest of the Loudoun County Public Schools. The award(s) shall be made on the basis of which bid(s) are determined to be best suited, taking into consideration price, service, capability, acceptability, and availability of the product.
- 4.2. The right is reserved to award the bid to the maximum benefit of the Loudoun County Public Schools. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Loudoun County Public Schools.
- 4.3. Loudoun County Public Schools does not discriminate against faith-based organizations.
- 4.4. The Loudoun County Public Schools reserves the right to reject any and all bids in whole or in part, to waive technical defects, irregularities, and omissions if in its judgment the best interest of the Loudoun County Public Schools will be served.
- 4.5. Loudoun County Public Schools reserves the right not to award an individual item.
- 4.6. Loudoun County Public Schools reserves the right to award the bid in total, by item or by group of related items.
- 4.7. Orders and payments may be made by the use of a Loudoun County Public Schools purchase card. The purchase card is under contract with Sun Trust/Visa until September 30, 2004. Vendors are encouraged to accept this method of receiving orders.
- 4.8. Vendor agrees that the pricing offered is equal to or less than prices offered on other contracts with similar terms and conditions.

#### 5. QUANTITIES

- 5.1. The annual quantities contained herein are estimates only. Items will be ordered as needs arise and funds are available. No minimum or maximum quantity will be guaranteed.

#### 6. CONTRACTOR PERFORMANCE

- 6.1. If the contractor fails to either perform within the time specified, or within a reasonable time, or fails to perform satisfactorily in accordance with the specifications, the Loudoun County Public Schools may take appropriate action to satisfy the contract. Any cost incurred in excess of the contract amount may be back charged to the original contractor. Should the difference be less, the original contractor shall have no claim to the difference. Additionally, the original contractor may be prohibited from bidding for a period of one year.
- 6.2. All firms doing business in Loudoun County are required to be licensed in accordance with the County "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL tax should be directed to the Office of Commissioner of Revenue telephone 703-777-0260.

- 6.3. During the performance of the contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

## 7. DELIVERY AND INSTALLATION

- 7.1. All shipments are to be F.O.B. destination, freight fully prepaid. No collect shipment will be accepted. Deliveries shall be palletized such that they can be offloaded using a forklift by Loudoun County Public Schools warehouse staff. All delivery costs shall be included in the bid unit price including any handling fees. All deliveries will be made to the Loudoun County Public Schools Warehouse, 1002A Sycolin Road, Leesburg, VA 20175.
- 7.2. Loudoun County Public Schools requires a delivery of twenty (20) calendar days or less from the time of the receipt of the order. Unless specified otherwise, the contractor is expected to deliver all orders within twenty (20) days. Failure to deliver within these specified times could result in the bid being awarded to the next low vendor.
- 7.3. All deliveries must arrive between the hours of 8:00 A.M. and 3:30 P.M., Monday through Friday, provided that such day is not a legal holiday. If this delivery time is not possible on any item, please so indicate on the bid document. If no delivery time is stated, it will be assumed that the delivery will be made within the time specified. This may be a determining factor in the awarding of the bid(s).
- 7.4. Loudoun County Public Schools will accept no responsibility for merchandise received, except when delivered in accordance with an official purchase order.

## 8. INSURANCE REQUIREMENTS AND INDEMNIFICATIONS

- 8.1 The contractor shall obtain at their own expense all of the insurance called for hereunder. All required insurance coverages must be acquired from insurers Best Rated A-IV or better, authorized to do business in the Commonwealth of Virginia, and acceptable to LCPS. No acceptance and/or approval of any insurance by LCPS shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon them by the provisions of the contract documents.

The Contractor assumes all risk for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work or products contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the Contractor's work or products.

The Contractor shall provide LCPS with a Certificate of Insurance stating that Loudoun County Public Schools is the Certificate Holder and identifying the Bid Number and Title. The certificate shall provide evidence of the following minimum insurance requirements:

Workers' Compensation—Statutory Benefits

Employers' Liability Insurance—\$100,000 each accident, each employee

Commercial General Liability Insurance naming LCPS as an additional insured—\$300,000 each occurrence and aggregate per project

Business Auto Liability Insurance—combined single limit of \$300,000 per occurrence

Indemnification—The successful bidder covenants to save, defend, keep harmless and indemnify Loudoun County Public Schools and all of its officers, agents, and employees from and against any and all claims, lawsuits, liabilities, loss, damage, injury, costs (including litigation costs and attorney's fees), charges, liability or exposure, however caused, resulting from or arising out of or in any way connected with the successful bidder's performance or nonperformance of the terms of the contract documents or its obligations under the contract. This indemnification shall continue in full force and effect until the successful bidder completes all of the work required under the contract, except that indemnification shall continue for all contracts involving products or completed operations after final acceptance of the work or products by the Schools. The purchase of insurance by the Contractor shall in no event be construed as a fulfillment or discharge of the obligations set forth in this section.

## 9. PERIOD OF CONTRACT

9.1. The period of this contract will be from July 1, 2004 to June 30, 2005.

9.2. The Loudoun County School Board reserves the option to extend the award of the bid for a year at a time for a period not to exceed a total of three (3) years. Loudoun County Public Schools and the contractor must mutually agree on the extension of the contract. The extension of the contract will be based on price, service capability, product availability, and appropriation of funds.

## 10. SAFETY AND HEALTH ISSUES

10.1. The contractor shall be responsible for meeting all Federal, State, and local codes pertaining to this contract.

10.2. If applicable, the contractor shall provide Material Safety Data Sheets for all products awarded under this solicitation to Mr. William G. Kolster, Director of Facilities Services, Loudoun County Schools, 1002C Sycolin Road, S.E., Leesburg, VA 20175 prior to delivery of any material.

## 11. SUBCONTRACTING

11.1. No portion of the contract shall be subcontracted or otherwise performed by a party not an employee of the contractor, except with the prior consent of the Loudoun County Public Schools.

## 12. COMPETITION INTENDED

12.1. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit bids.

12.2. In signing this bid, bidders are certifying that this bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same materials, supplies, equipment and/or services, and is in all respects fair and without collusion or fraud.

## 13. WARRANTY

13.1. Manufacturer's warranty applies to all items listed herein.

## **THE AMERICANS WITH DISABILITIES ACT**

IF, DUE TO A DISABILITY, YOU NEED ASSISTANCE TO ENABLE YOU TO PARTICIPATE MEANINGFULLY IN THE BID PROCESS, PLEASE CONTACT SANDRA F. MOODY, AT 703-771-6506 AT LEAST FIVE (5) WORKING DAYS PRIOR TO THE BID DUE DATE.

## BID EXCEPTIONS

Any exceptions from the bid conditions must be noted on this page. If no exceptions are noted, it will be our understanding that the vendor is in agreement with the preceding bid conditions.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Vendor Name:

Authorized Signature: \_\_\_\_\_



**RIDER CLAUSE****OTHER JURISDICTIONS' USE OF CONTRACTS  
AWARDED BY LOUDOUN COUNTY PUBLIC SCHOOLS**

1. If authorized by the bidder(s), the resultant contract(s) will be extended to any or all of the listed jurisdictions as designated by the bidder to purchase at contract prices in accordance with the contract terms.
2. Any jurisdiction utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating jurisdiction to utilize the contract(s).
3. A negative reply to this Rider Clause will not adversely affect consideration of the bidder's proposal.
4. It is the awarded vendor's responsibility to notify the jurisdiction shown below of the contract(s).
5. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
6. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

In pricing section of contract:

**BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:**

<u>NO</u>	<u>YES</u>		<u>NO</u>	<u>YES</u>	
<input type="checkbox"/>	<input type="checkbox"/>	Alexandria, VA	<input type="checkbox"/>	<input type="checkbox"/>	Loudoun County, VA
<input type="checkbox"/>	<input type="checkbox"/>	Alexandria City Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Madison County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Arlington County, VA	<input type="checkbox"/>	<input type="checkbox"/>	Manassas, VA
<input type="checkbox"/>	<input type="checkbox"/>	Arlington County Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Manassas City Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Bowie, MD	<input type="checkbox"/>	<input type="checkbox"/>	Manassas Park Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Clarke County Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Montgomery College
<input type="checkbox"/>	<input type="checkbox"/>	College Park, MD	<input type="checkbox"/>	<input type="checkbox"/>	Montgomery County, MD
<input type="checkbox"/>	<input type="checkbox"/>	Culpeper County, VA	<input type="checkbox"/>	<input type="checkbox"/>	Montgomery County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Culpeper County Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Orange County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	District of Columbia	<input type="checkbox"/>	<input type="checkbox"/>	Page County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	District of Columbia Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Prince George's County, MD
<input type="checkbox"/>	<input type="checkbox"/>	District of Columbia Water/Sewer Auth.	<input type="checkbox"/>	<input type="checkbox"/>	Prince George's Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Fairfax, VA	<input type="checkbox"/>	<input type="checkbox"/>	Prince William County, VA
<input type="checkbox"/>	<input type="checkbox"/>	Fairfax County, VA	<input type="checkbox"/>	<input type="checkbox"/>	Prince William County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Fairfax County Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Prince William County Service Authority
<input type="checkbox"/>	<input type="checkbox"/>	Falls Church, VA	<input type="checkbox"/>	<input type="checkbox"/>	Rappahannock County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Falls Church City Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Rockville, MD
<input type="checkbox"/>	<input type="checkbox"/>	Fauquier County Schools and Gov., VA	<input type="checkbox"/>	<input type="checkbox"/>	Shenandoah County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Frederick County, MD	<input type="checkbox"/>	<input type="checkbox"/>	Stafford County, VA
<input type="checkbox"/>	<input type="checkbox"/>	Frederick County MD Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Stafford County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Frederick County, VA Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Takoma Park, MD
<input type="checkbox"/>	<input type="checkbox"/>	Gaithersburg, MD	<input type="checkbox"/>	<input type="checkbox"/>	Vienna, VA
<input type="checkbox"/>	<input type="checkbox"/>	Greenbelt, MD	<input type="checkbox"/>	<input type="checkbox"/>	Warren County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Herndon, VA	<input type="checkbox"/>	<input type="checkbox"/>	Winchester City Public Schools

VENDOR NAME: \_\_\_\_\_

OFFEROR SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL/BID**

LOUDOUN COUNTY PUBLIC SCHOOLS  
CUSTODIAL SUPPLIES  
IFB#0501

ITEM #	QTY	UNIT	DESCRIPTION	MODEL/BRAND	UNIT PRICE	SUBSTITUTE
1	4	EACH	AUTO SCRUBBER 27" CLEANING PATH, 2 PRESSURE SETTINGS FOR BRUSHES, 27 GAL CLEAN AND DIRTY WATER TANKS, 4 - 305 A/hr 6v DEEP CYCLE BATTERIES, W/CHARGER	NOBLES SPEED SCRUB 2701		
2	10	EACH	LOW SPEED ELECTRIC BUFFER, 20" DIAMETER, 1.5 HP MOTOR, 175 RPM, 50' CORD, PAD HOLDER	MINUTEMAN M20120-03		
3	10	EACH	HIGH SPEED ELECTRIC BUFFER, 20" DIAMETER, 1.5 HP MOTOR, 1500 RPM, 50' CORD, PAD HOLDER	MINUTEMAN M20130-00		
4	12	EACH	15 GALLON WET/DRY VACUUM ON HEAVY DUTY DOLLY, STAINLESS STEEL TANK, METAL MOTOR ENCLOSURE. 3.0 HP ELECTRIC MOTOR, 100" STATIC PRESSURE, WITH 10' HOSE, 6' SINGLE PIECE METAL WAND, 14" METAL FLOOR SQUEEGEE.	DAYTON or PULLMAN HOLT		
5	8	EACH	CARPET EXTRACTOR, 10-GALLON SOLUTION & 14.5-GALLON RECOVERY TANK, 13" FLOOR WAND, 15' VACUUM AND SOLUTION HOSE	NOBLES TROOPER 1000		

LOUDOUN COUNTY PUBLIC SCHOOLS  
CUSTODIAL SUPPLIES  
IFB#0501

ITEM #	QTY	UNIT	DESCRIPTION	MODEL/BRAND	UNIT PRICE	SUBSTITUTE
6	15	EACH	TWO WHEEL STEEL HAND TRUCK, 650# CAPACITY, LOOP HANDLE, STAIR CLIMBING BARS, PNEUMATIC TIRES	DAYTON		
7	10	EACH	FOUR WHEEL PLATFORM TRUCK WITH HANDLE, 30" x 60" EXTRUDED POLYETHYLENE DECK, 1000# CAPACITY, PNEUMATIC TIRES	RUBBERMAID 4466-10		
8	10	EACH	1/2 CUBIC YARD UTILITY FRAME TILT TRUCK, 850# CAPACITY, POLYETHYLENE CONSTRUCTION WITH METAL FRAME	RUBBERMAID 1305		
9	5	EACH	JANITOR CART-DELUXE. PORTA-CART WITH 2 SHELVES AND 3 BUSHEL BAG.	RUBBERMAID #6173		
10	24	EACH	INDOOR MAT 4' X 6'. COLOR: CHARCOAL. NYLON OR POLYESTER ON VINYL BACKING	APACHE STANDARD OLEFIN		

LOUDOUN COUNTY PUBLIC SCHOOLS  
CUSTODIAL SUPPLIES  
IFB#0501

ITEM #	QTY	UNIT	DESCRIPTION	MODEL/BRAND	UNIT PRICE	SUBSTITUTE
11	200	EACH	INDOOR MAT 4' X 8'. COLOR: CHARCOAL. NYLON OR POLYESTER ON VINYL BACKING	APACHE STANDARD OLEFIN		
12	20	EACH	GENERAL PURPOSE FLOOR BRUSH, SYNTHETIC BRISTLES, 3" TRIM WITH HANDLE	WEILER 42195		
13	15	25# CASE	NEW SELECTED WASHED AND BLEACHED COTTON T-SHIRT CLOTH	STEINER 6414-25		
14	900	EACH	WASTE BASKET-PLASTIC. COLOR: BROWN. RECTANGULAR, ROOM SIZE.	CONTINENTAL #2818		
15	130	EACH	WASTE BASKET DOME TOP 15 GAL. SELF-CLOSING LID. COLOR: BROWN	CONTINENTAL #1305		

LOUDOUN COUNTY PUBLIC SCHOOLS  
CUSTODIAL SUPPLIES  
IFB#0501

ITEM #	QTY	UNIT	DESCRIPTION	MODEL/BRAND	UNIT PRICE	SUBSTITUTE
16	150	EACH	BRUTE ROUND CONTAINER WITHOUT LID AND DOLLY, 44 GALLON, GREY	RUBBERMAID 2643		
17	120	EACH	BRUTE ROUND FLAT LID, 44 GALLON, GREY	RUBBERMAID 2645		
18	120	EACH	BRUTE ROUND DOLLY, 20 - 55 GALLON CAPACITY, BLACK	RUBBERMAID 2640		
19	100	EACH	BRUTE RECYCLING CONTAINER WITHOUT LID AND DOLLY, 44 GAL	RUBBERMAID 2643-06		
20	700	EACH	RECYCLING BOX WITH "WE RECYCLE" IMPRINT	RUBBERMAID 5712-06		

LOUDOUN COUNTY PUBLIC SCHOOLS  
CUSTODIAL SUPPLIES  
IFB#0501

ITEM #	QTY	UNIT	DESCRIPTION	MODEL/BRAND	UNIT PRICE	SUBSTITUTE
21	400	EACH	DESKSIDE RECYCLING CONTAINER, SMALL, WITH "WE RECYCLE" IMPRINT	RUBBERMAID 2955-06		
22	15	EACH	BRUTE CADDY BAG	RUBBERMAID 2642 (NO SUBSTITUTES)		
23	50	EACH	DUST MOP FRAME 5" X 18" METAL	ABCO		
24	50	EACH	DUST MOP FRAME, 5" X 48" METAL	ABCO		
25	30	EACH	DUST MOP FRAME, 3 1/2" X 72" METAL	ABCO		

LOUDOUN COUNTY PUBLIC SCHOOLS  
CUSTODIAL SUPPLIES  
IFB#0501

ITEM #	QTY	UNIT	DESCRIPTION	MODEL/BRAND	UNIT PRICE	SUBSTITUTE
26	60	EACH	60" HARDWOOD, CLIP-ON, DUST MOP HANDLE, HEAVY DUTY PLATED LATCH, 360 DEGREE FULL SWIVEL ACTION	ABCO		
27	100	EACH	MICRO FIBER DUST MOP PAD, 18" LONG, RECTANGULAR, VARIOUS COLORS	MICROSCRUB CH021		
28	60	EACH	DUST MOP PAD HOLDER FOR ITEM 27	MICROSCRUB CH101		
29	50	EACH	MICRO FIBER DUST MOP PAD, 48" LONG, RECTANGULAR, VARIOUS COLORS	MICROSCRUB CH026		
30	25	EACH	DUST MOP PAD HOLDER FOR ITEM 29	MICROSCRUB CH103		

LOUDOUN COUNTY PUBLIC SCHOOLS  
CUSTODIAL SUPPLIES  
IFB#0501

ITEM #	QTY	UNIT	DESCRIPTION	MODEL/BRAND	UNIT PRICE	SUBSTITUTE
31	24	EACH	MICRO FIBER DUST MOP PAD, 52" LONG, RECTANGULAR, VARIOUS COLORS	MICROSCRUB CH027		
32	24	EACH	DUST MOP PAD HOLDER FOR ITEM 31	MICROSCRUB CH104		
33	400	EACH	COTTON DUST MOP PAD, 72" LONG, RECTANGULAR	TUWAY CC72-3		
34	150	EACH	HIGH PERFORMANCE MICRO FIBER DUSTING SLEEVE	TEXAS FEATHERS CMD 0514G		
35	300	EACH	HIGH PERFORMANCE PROFESSIONAL MICRO FIBER CLEANING CLOTH	TEXAS FEATHERS		



LOUDOUN COUNTY PUBLIC SCHOOLS  
CUSTODIAL SUPPLIES  
IFB#0501

ITEM #	QTY	UNIT	DESCRIPTION	MODEL/BRAND	UNIT PRICE	SUBSTITUTE
36	200	EACH	HIGH PERFORMANCE PROFESSIONAL MICRO FIBER DUSTING CLOTH	TEXAS FEATHERS		
37	8000	CASE S	PAPER TOWELS-EMBOSSSED (IF SUBSTITUTE, SAMPLE REQUIRED.) 1-1/2" CENTER HOLE. 8" X 425' BROWN NATURAL, ROLL, TIGHTLY WIND. (12 RLS/CASE)	BAY WEST #460		
38	500	EACH	SPRING MECHANISM DISPENSER CAPACITY 800' ROLL LEV-R-MATIC-----FOR ITEM #37.	FT JAMES #58553		
39	4000	CASE S	TOILET TISSUE-SINGLE PLY, 1232 SHEET PER ROLL, 48 ROLLS PER CASE--4" WIDTH (IF SUBSTITUTE, SAMPLE REQUIRED.) (48 RLS/CASE)	BAY WEST ECO SOFT #123		
40	200	EACH	TOILET TISSUE DISPENSER-FOR BAY WEST TISSUE AS SPECIFIED IN ITEM #39	FT. JAMES 573-20 CHROME		

LOUDOUN COUNTY PUBLIC SCHOOLS  
CUSTODIAL SUPPLIES  
IFB#0501

ITEM #	QTY	UNIT	DESCRIPTION	MODEL/BRAND	UNIT PRICE	SUBSTITUTE
41	6	DOZEN	SANITARY DISPOSAL BOX - WHITE PLASTIC	HOSPITAL SPECIALTY 250/201W		
42	40	CASES	WAX BAGS FOR SANITARY DISPOSAL BOX. (250/CASE)	HOSPITAL SPECIALTY #6141		
43	50	CASES	PENCIL SHARPENERS WITH ADJUSTABLE PENCIL GUIDE. (12/CASE)	APSCO SHARPENER BEROL GIANT AP806		
44	16	CASES	CUTTERHEADS FOR APSCO GIANT PENCIL SHARPENER. (12/CASE)	BEROL CUTTERHEAD TYPE 3A AP3222		
45	300	EACH	LOOPED END MOP 4 PLY SYNTHETIC, 5" MESH HEAD, MEDIUM WEIGHT, RED	RUBBERMAID		

LOUDOUN COUNTY PUBLIC SCHOOLS  
CUSTODIAL SUPPLIES  
IFB#0501

ITEM #	QTY	UNIT	DESCRIPTION	MODEL/BRAND	UNIT PRICE	SUBSTITUTE
46	400	EACH	LOOPED END MOP 4 PLY SYNTHETIC, 5" MESH HEAD, MEDIUM WEIGHT, BLUE	RUBBERMAID		
47	150	EACH	LOOPED END MOP 4 PLY SYNTHETIC, 5" MESH HEAD, MEDIUM WEIGHT, GREEN	RUBBERMAID		
48	150	EACH	60" MOP HANDLE, PLASTIC JAM STYLE, FIBERGLASS HANDLE	ABCO		
49	10	EA	VACUUM BACKPACK. WEIGHT 9#; STATIC LIFT 92"; AIRFLOW 95 CFM; 8 QT DISPOSABLE BAG.	PROTEAM QUARTERVAC (NO SUBSTITUTIONS)		
50	120	PACK AGES	BAGS, DISPOSABLE FOR BACKPACK VACUUM ITEM #49. MICROLINED. (10 IN A PACK)	PROTEAM #100431		

LOUDOUN COUNTY PUBLIC SCHOOLS  
CUSTODIAL SUPPLIES  
IFB#0501

ITEM #	QTY	UNIT	DESCRIPTION	MODEL/BRAND	UNIT PRICE	SUBSTITUTE
51	30	EA	VACUUM BACKPACK. WEIGHT 11#; STATIC LIFT 100"; AIRFLOW 122 CFM; 10 QT DISPOSABLE BAG.	PROTEAM SUPER COACH (NO SUBSTITUTIONS)		
52	300	PACK AGES	BAGS, DISPOSABLE FOR BACKPACK VACUUM ITEM #51. MICROLINED. (10 IN A PACK)	PROTEAM #100331		
53	35	EACH	MOP BUCKET/WRINGER COMBO, PLASTIC, 26 QUART, 3" SWIVEL CASTERS, 6127 SIDE PRESSURE WRINGER, VARIOUS COLORS	CONTINENTAL 335-310		
54	40	EACH	FLOOR SIGN, 25" "CAUTION - WET FLOOR", YELLOW	RUBBERMAID 6112-77		
55	150	CASE S	VINYL EXAMINATION GLOVES. POWDER-FREE, SINGLE USE, SIZES: S, M, L, XL. ( <b>SAMPLE REQUIRED</b> ). QUANTITIES: S-30 CASES, M-50 CASES, L-50 CASES, XL-20 CASES. (1000 GLOVES PER CASE)	DELTA BRAND 550 SERIES		

LOUDOUN COUNTY PUBLIC SCHOOLS  
CUSTODIAL SUPPLIES  
IFB#0501

ITEM #	QTY	UNIT	DESCRIPTION	MODEL/BRAND	UNIT PRICE	SUBSTITUTE
56	2500	CASE	HEAVY DUTY CLEAR POLYETHYLENE CAN LINER, 60 GALLON, 36" X 58", 1.0 MIL, FLAT PACK CASE, 100 BAGS PER CASE,	GRAINGER 3U837		
54	500	CASE	HEAVY DUTY HIGH-DENSITY POLYETHYLENE CAN LINER, 20 - 30 GALLON, 30" X 37", .31 MIL, 8 MICRON, 25 BAGS PER ROLL, 20 ROLLS PER CASE	GRAINGER 5XL47		
55	10	KITS	UNGER DAILY & PROJECT RESTROOM CLEANING KIT	UNGER #MKITR (NO SUBSTITUTES)		
56	5	EACH	UNGER SMARTMOP HOLDER	UNGER #SM4-R (NO SUBSTITUTES)		
57	5	EACH	UNGER ERGO TELE POLE 48" - 90"	UNGER #EP24R (NO SUBSTITUTES)		

LOUDOUN COUNTY PUBLIC SCHOOLS  
CUSTODIAL SUPPLIES  
IFB#0501

ITEM #	QTY	UNIT	DESCRIPTION	MODEL/BRAND	UNIT PRICE	SUBSTITUTE
58	10	EACH	UNGER SMARTMOP MICROMOP	UNGER #MM40R (NO SUBSTITUTES)		
59	5	EACH	UNGER SMARTMOP BUCKET 8 GALLON	UNGER #BUCKR (NO SUBSTITUTES)		
60	50	EACH	UNGER SMART COLOR MICRO WIPE 16" x 16" - RED	UNGER MF40R (NO SUBSTITUTES)		
61	50	EACH	UNGER SMART COLOR MICRO WIPE 16" x 16" - YELLOW/RED	UNGER MM40R (NO SUBSTITUTES)		
62	30	EACH	UNGER SMART COLOR MICRO MOP 15.0, 16"	UNGER MF40Y (NO SUBSTITUTES)		

LOUDOUN COUNTY PUBLIC SCHOOLS  
CUSTODIAL SUPPLIES  
IFB#0501

ITEM #	QTY	UNIT	DESCRIPTION	MODEL/BRAND	UNIT PRICE	SUBSTITUTE
63	5	EACH	UNGER SMARTMOP PRESS	UNGER #SPRER (NO SUBSTITUTES)		

**THE SCHOOL BOARD OF LOUDOUN COUNTY PUBLIC SCHOOLS  
LEESBURG, VIRGINIA**

**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation, purchase order or other award issued by the Department of Purchasing, unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk and cannot secure relief on the plea of error.)

Subject to all state and local laws, policies, resolutions, regulations and all accepted rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the Department of Purchasing will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. AUTHORITY-The Purchasing Agent has the responsibility and authority for issuance of invitations for bid, requests for proposal, negotiations, placing and modifying invitations, proposals, purchase orders and awards issued by and for the Loudoun County School Board. In the discharge of these responsibilities, the Purchasing Agent may be assisted by other staff. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the School Board shall not be bound thereby.

All contact between offerors or prospective offerors shall be only with the Purchasing Agent or other designated employee of the Loudoun County School Board. No offeror or potential offeror shall initiate or engage in any discussions with any other employee of the School Board or any member of the School Board while a solicitation is outstanding concerning the contents of such solicitation or with the intent to influence or interfere with the contract award authorized by and described in such solicitation. A violation hereof may result in the disqualification of such offeror.

**DEFINITIONS**

2. BID: The written offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation

3. COMPETITIVE NEGOTIATION: A method of contractor selection for professional and non-professional services

4. COMPETITIVE SEALED BIDDING: A method of contractor selection which includes the following: issuance of a written Invitation for Bid detailing all requirements, conditions, and terms applicable to the procurement, public notice of the Invitation, public opening, evaluation, and award to lowest responsive and responsible bidder

5. CONSTRUCTION: The building, altering, repairing, improving, or demolishing of any structure, building or highway and any drainage or dredging, excavation, grading or similar work upon real property

6. CONTRACTOR: Any company, individual, firm, corporation, partnership or other organization to whom any award is made by the School Board

7. COUNTY: Loudoun

8. GOODS: All materials, printing, equipment, supplies and automated data processing hardware and software

9. INFORMALITY: A minor defect or variation of a bid or proposal from the exact requirements of the Invitation to Bid or the Request for Proposal, which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured

10. INVITATION FOR BID: The request which is made to prospective suppliers (bidders) for their bid on goods or services desired by the School Board. The issuance of an Invitation to Bid will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement



11. NON-PROFESSIONAL SERVICES: Any services not specifically identified as professional services in the definition of professional services
12. POTENTIAL BIDDER/OFFEROR: A person who, at the time a body negotiates and awards or proposes to award a contract, is engaged in the sale or lease of goods, or the sale of services, insurance or construction, of the type to be procured under such contract, and who at such time is eligible and qualified to submit a bid or proposal had the contract been procured through competitive sealed bidding or competitive negotiations
13. PROFESSIONAL SERVICES: Work performed by an independent contractor within the scope of the practice of accounting, actuarial services, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy, professional engineering or any other profession which the Virginia General Assembly has so classified.
14. PUBLIC BODY: Any legislative, executive or judicial body, agency, office, department, authority, post, commission, committee, institution, board or political subdivision created by law to exercise some sovereign power or to perform some governmental duty and empowered by law
15. PURCHASING AGENT: Purchasing Agent employed by the School Board
16. REQUEST FOR PROPOSAL: A method of competitive negotiation which will state the general terms for the goods or services which are sought to be procured. The RFP will specify the evaluation factors to be used and contain or incorporate by reference other applicable contractual terms and conditions
17. RESPONSIBLE BIDDER/OFFEROR: A person who has the capability, in all respects, to perform fully the contract requirements and moral business integrity and reliability which will assure good faith performance, and who has been pre-qualified, if required
18. RESPONSIVE BIDDER: A person who has submitted a bid which conforms in all material respects to the Invitation to Bid
19. SCHOOL BOARD: The School Board of Loudoun County Public Schools
20. SERVICES: Any work or labor performed by an independent contractor wherein the service rendered does not consist primarily of acquisitions of equipment or materials, or the rental of equipment, materials and supplies
21. SOLICITATION: The process of notifying prospective bidders or offerors that the School Board wishes to receive bids or proposals on goods or services
22. STATE: Commonwealth of Virginia

### **SPECIFICATIONS**

23. QUESTIONS OR COMMENTS-Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing at least five (5) days before the opening of bids. Requests not received within five (5) days of the bid opening date, need not be considered unless the Purchasing Agent, in his or her sole discretion, deems it in the School Board's interest to do so. Any material interpretation made to prospective bidders will be expressed in the form of an addendum to the specifications which, if issued, will be sent to all prospective bidders no later than three (3) days before the date set for receipt of bids. Oral answers will not be authoritative. Bidders shall acknowledge receipt of any addenda in their bids. Failure to do so may cause the bid to be rejected as nonresponsive.
24. BRAND NAME OR EQUAL ITEMS-Unless otherwise provided in the Invitation to Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character and quality of the article desired, and any article which the School Board in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended shall be accepted.
25. FORMAL SPECIFICATIONS-When an invitation to bid or solicitation indicates it is a "formal specification" (no substitute) or otherwise states that the article specified, and no other, shall be provided, then the bidder shall furnish the article in strict conformity with the specification and may not offer a purported equal or substitute. The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but will fully complete every part as the true intent and meaning of the specifications and drawings. Whenever a specification

requires articles, materials, or workmanship to conform to laws, ordinances, regulations, building codes, underwriter laboratory standards, ASTM standards, or similar law or standards, the specification shall be construed to require the minimum acceptable standard allowed by the cited law or standard under the circumstances unless otherwise indicated.

### **BID PROCESS**

26. **TIME FOR RECEIVING BIDS**-Bids received prior to the time of opening will be securely kept unopened. The Purchasing Agent or a representative whose duty it is to open them, will decide when the specified time has arrived, and no bid received thereafter will be considered, unless the Purchasing Agent determines, in his or her sole discretion, that delay in receipt of the bid until after the specified time was the fault of the Public Schools, the bidder could not have obtained any undue advantage because of the delay, and consideration of the bid would not compromise the integrity of the bid system. No responsibility will be attached to the Purchasing Agent or representative for the premature opening of a bid not properly addressed, received, and identified.

27. **BIDDERS PRESENT**-At the time fixed for the opening of sealed bids their contents will be made public for the information of bidders and other interested parties, who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly and remain available for inspection in the Office of the Purchasing Agent during regular School Board business hours by bidders prior to award (unless a determination is made not to make an award) and by the general public after an award is made. The School System will provide each bidder a notification of award.

Requests for Proposal are not opened publicly, although the Purchasing Office will release the names of those submitting proposals after the time for receipt of proposals has passed.

28. **OMISSIONS AND DISCREPANCIES**-Unless otherwise indicated, any specification for an item of equipment shall be interpreted to include not only the item of equipment specified, but also those parts, items, appurtenances and accessories reasonably necessary to make the equipment complete and working.

29. **RESPONSE TO SOLICITATIONS**-In the event you cannot submit a bid on a solicitation, return the solicitation cover sheet with an explanation as to why you are unable to bid on these requirements. Because of the large number of firms listed on the School Board's bidder list, those persons, firms or corporations who fail to respond after having been invited to bid three (3) successive solicitations may be deleted from the bidders' list for those items or commodities.

30. **WITHDRAWAL OF BIDS**-A bidder for all public bids for a contract may withdraw his/her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgement mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which can be clearly shown by objective evidence drawn from inspection or original working papers, documents and materials used in the preparation of the bid sought to be withdrawn. The following procedure shall be used to request withdrawal of a bid, other than for a public construction contract:

- (a) requests shall be submitted and delivered to the Purchasing Agent or his/her representative in writing.
- (b) A bidder shall give notice in writing of his/her claim of right to withdraw his/her bid within ten business days after notification of award.
- (c) Requests shall include all objective evidence as to why the bidder contends his/her bid meets the above criteria for withdrawal due to mistake.

The Superintendent shall decide whether the bid may be withdrawn on contracts of less than \$100,000. On contracts of \$100,000 or more the School Board will make the determination. A decision denying withdrawal of bid shall be final and conclusive unless the bidder appeals the decision within ten days after receipt of the decision by instituting legal action as provided in Section 11-70 of the Code of Virginia.

If a bid is withdrawn under the authority of this section, the lowest responsive and responsible remaining bid shall be deemed to be the low bid. No bidder who is permitted to withdraw a bid shall, for compensation, supply any materials or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

31. ERRORS IN BID-When an error is made in extending the total prices the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices or in preparation of the bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible errors. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his bid is accepted.

32. BIDDERS INTERESTED IN MORE THAN ONE BID-If more than one bid is offered by any one party, by or in the name of their clerk, partner, firm, corporation, all such bids may be rejected. A party who has quoted prices on work, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, material or supplies.

33. TAX EXEMPTION-The School Board is exempt from the payment of any federal excise or Virginia sales tax. The price bid must be net, exclusive of taxes. When under established trade practice, any federal excise tax is included in the list price, bidder may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the School Board.

### **AWARD**

34. RESPONSIBLE BIDDER-In determining the responsibility of a bidder, the following criteria will be considered:

- (a) The ability, capacity and skill of the bidder to perform the contract or provide the services required: whether they can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- (b) The character, integrity, reliability, reputation, judgement, experience and efficiency of the bidder.
- (c) The quality of performance of previous contracts or services.
- (d) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services.
- (e) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- (f) The quality, availability, and adaptability of the goods or services to the particular use required.
- (g) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- (h) The number and scope of the conditions attached to the bid.
- (i) Whether the bidder is in arrears on a debt of contract or is in default on a security to the School Board or whether the bidder's county taxes or assessments are delinquent.
- (j) Such other information as may be secured by the Purchasing Agent having a bearing on the decision to award the contract.

If the bid from the lowest responsible bidder exceeds available funding, negotiations may be conducted with the apparent low bidder to obtain a contract price within available funds.

35. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS-A written award (or acceptance agreement) mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. To the extent they are included in or incorporated by solicitation, the following documents are hereby incorporated in and shall form a part of the resulting contract:

- (a) School Board Solicitation Form/Acceptance Agreement (Cover Sheet) and other documents which may be incorporated by reference, if applicable.
- (b) General Conditions and Instructions to Bidders.
- (c) Special Provisions.
- (d) Pricing Schedule.

(e) Any Addenda/amendments.

(f) Purchase Order.

36. TIE BIDS-If two or more bidders submit identically priced bids, preference will be given to County and State bidders in that order. If no such choice is available, the tie shall be decided by lot unless a preference can be given to the bidder whose goods contain the greatest amount of recycled content.

37. PROMPT PAYMENT DISCOUNT-For purposes of entitlement to any prompt payment discount offered by a bidder:

(a) The date from which the School Board has to pay will be the later of (1) delivery of the goods to the carrier, if FOB origin, or delivery to the School Board, inspection and acceptance by the School Board, if FOB destination, or (2) receipt of a correct invoice by the office specified by the School Board.

(b) If the bidder does not specify a time within which payment is to be made for its prompt payment discount to apply, then the time shall be thirty (30) days.

(c) Payment shall be deemed made as of the date of mailing of the School Board's check to the vendor.

38. INSPECTION-ACCEPTANCE-For determining acceptance of supplies in accordance with the provisions of payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements.

39. DEFINITE BID QUANTITIES-Subject to the School Board's right to termination for convenience, where quantities are specifically stated, acceptance will bind the School Board to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the School Board will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

40. REQUIREMENTS BID QUANTITIES-On "Requirement" bids, acceptance will bind the School Board to pay for, at unit bid prices, only quantities ordered and delivered.

41. ESTIMATED BID QUANTITIES-On "Estimated Quantities", the School Board may purchase more or less than the estimates.

### **CONTRACT PROVISIONS**

42. TERMINATION OF CONTRACTS-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met unless:

(a) Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the School Board for convenience or cause.

(b) Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

43. TERMINATION FOR CONVENIENCE-A contract may be terminated by the School Board in accordance with this clause in whole or in part whenever the Purchasing Agent shall determine that such a termination is in the best interest of the School Board. Any such termination shall be effected by delivery to the Contractor at least (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. An adjustment in the contract price shall be made to compensate the contractor for his/her actual costs incurred in performance prior to termination that, as determined in the School Board's discretion, are reasonable, allocable, and allowable, plus a reasonable amount of profit on such costs. In no event shall the School Board be liable to the contractor for anticipated profits for unperformed work or undelivered goods or for any consequential, special, incidental, or punitive damages of any kind. In no event shall the School Board be liable for any

amount over the contract price.

44. TERMINATION OF CONTRACT FOR CAUSE-

(a) The School Board may, by written notice of termination to the Contractor specifying a termination date at least five days thereafter, terminate this contract for cause in whole or in part if the Contractor (1) fails to deliver the goods or perform the services this contract requires within the time this contract specifies, or (2) fails to perform any of its other obligations under this contract or violates any provision of this contract.

(b) If this contract is terminated for cause, the Purchasing Agent may require the Contractor to transfer title and deliver to the School Board, as directed by the Purchasing Agent, any completed or partially completed goods and documents, data, studies, surveys, drawings, maps, models and reports ("deliverables") prepared by the Contractor under the contract. The School Board shall pay the contract price for such completed goods and deliverables. The Contractor and Purchasing Agent shall agree on the amount of payment for partially-completed goods and deliverables the School Board requires the Contractor to transfer and deliver to it. If the parties fail to agree, then the Contractor may present a claim to the School Board for its reasonable costs for the partially-completed goods and deliverables. Costs recoverable shall be limited to those that, as determined in the School Board's discretion, are reasonable, allocable, and allowable. Such costs in no event shall exceed the contract price for the goods and deliverables if completed.

(c) Notwithstanding the above, the Contractor shall not be relieved of liability to the School Board for damages sustained by the School Board by virtue of any breach of contract by the Contractor for the purpose of setoff until such time as the exact amount of damages due to the School Board from the Contractor is determined.

(d) If the School Board terminates this contract for cause when cause, in fact, does not exist, then the termination shall for all purposes be deemed a termination for convenience under this contract, and the termination for convenience clause shall apply for all purposes.

45. CONTRACT MODIFICATIONS-No modifications in the terms of a contract shall be valid or binding upon the School Board unless made in writing and signed by the Purchasing Agent or his/her authorized agent.

46. FUNDING-A contract shall be deemed binding only to the extent of appropriations available to the School Board for the purchase of such articles.

47. NEWGOODS-FRESH STOCK-Unless otherwise specifically stated, the Contractor shall provide new rather than used goods, fresh stock, and the latest model, version, design or pack of any item specified.

48. NON-DISCRIMINATION-During the performance of this contract the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

(b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

(d) The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over ten thousand dollars so that the provisions will be binding upon each subcontractor or vendor.

49. SMALL BUSINESS AND MINORITY BUSINESS ENTERPRISES-

(a) It is the policy of the School Board to undertake every effort to increase opportunity for utilization of small businesses and minority businesses in all aspects of procurement to the maximum extent feasible.

(b) In connection with the performance of this contract, the Contractor agrees to use his/her best effort to carry out this policy and ensure that Small Businesses and Minority Businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.

(c) As used in this contract, the term "Small Business" means a business concern which, regardless of ownership or control, (1) does not exceed fifty (50) employees, (2) gross annual income does not exceed two (2) million dollars, (3) is independently owned and operated (not subsidiary of another firm), and (4) is not dominant in its field of operation.

(d) As used in this contract, the term "Minority Business" means a business concern which is operated and controlled by a minority. The term "operated and controlled" shall mean that the managerial staff of the business concern is comprised of minority persons, sufficient in ratio and gross earnings to demonstrate that the business transactions are, in fact, controlled by minority persons; and that the primary power, directly or indirectly, to influence the management of this business concern shall rest with minority persons or a corporation, partnership or sole proprietorship in which minority persons collectively own, operate, control and share in earnings of fifty one (51) percent or more of such an enterprise.

(e) As used in this contract, the term "Minority person" means Black, Hispanic, Asian or Pacific Islanders; American Indians or Alaskan Natives; and women, regardless of race or ethnicity.

(f) Contractors may rely on oral or written representation by subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.

(g) Where federal grants or monies are involved, it is the policy of the School Board through its agents and employees to comply with the requirements set forth - Standards Governing State and Local Grantee Procurement - of the U.S. Office of Management and Budget Circular N. A-102, Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments, as they pertain to small and minority business utilization.

50. **GUARANTEES & WARRANTIES**-Unless otherwise specifically indicated in the solicitation, by entering into the contract, the contractor itself warrants and guarantees all goods and services furnished (1) in accordance with the General Guaranty and Service Contract Guaranty herein, and (2) in accordance with the provisions of the Uniform Commercial Code. In addition, the contractor shall provide the School Board with all standard warranties given by the manufacturer(s) of any goods furnished. The Contractor shall deliver all manufacturers' warranties to the Purchasing Agent before final payment on the contract.

51. **PRICE REDUCTION**-If any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to contractor's wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit invoices at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten (10) days of any general price reduction notify the Purchasing Agent of such reduction by letter. **FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT.** Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

52. **CHANGES**-

(a) The Purchasing Agent may, at any time, without notice to any sureties, by written order indicated to be a change order, and signed by him or her, make changes within the general scope of the contract, including without limitation, changes in (1) specifications (including drawings and designs), (2) method of packing and shipment, (3) method or manner of performance, (4) place of delivery, and (5) time for performance and completion.

(b) Within fifteen (15) days of receipt of a change order, the Contractor shall submit a written proposal to the Purchasing Agent for any equitable adjustment to the contract price, delivery schedule, or both, that should in

fairness be made due to the change order. The parties shall then agree to and sign a modification to the contract that makes an equitable adjustment to the contract price, delivery schedule, or both.

(c) If the parties cannot agree to a modification to the contract, then the Purchasing Agent may either (1) cancel the change order at no expense to the School Board, or (2) order in writing that the Contractor proceed with the change order.

(d) If the Purchasing Agent orders in writing that the Contractor proceed with the change order and no adjustment is agreed upon, then the Contractor or Purchasing Agent may submit a claim to the School Board for an equitable adjustment to the contract price, delivery schedule, or both, due to the change order. Any equitable adjustment as to contract price shall be limited to the increase or decrease in cost reasonably attributable to the change order that, as determined in the School Board's discretion, are reasonable, allocable, and allowable. Any equitable adjustment as to delivery schedule shall be limited to an increase or decrease in schedule reasonably attributable to the change order.

(e) Nothing shall excuse the Contractor from proceeding with the contract as changed by written change order.

(f) No payment shall be made to the Contractor for any extra material or services or for any greater amount of money than the written contract stipulates unless the procedures of this clause have been strictly followed.

53. PLACING OF ORDERS-Orders against contracts will be placed with the Contractors on a Purchase Order executed and released by the Purchasing Agent. The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPA's) have been executed and a Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by the ordering office. Such agreements (BPA) are normally reserved for the purchase of highly repetitive items on a day-to-day basis.

### **DELIVERY PROVISIONS**

54. SHIPPING INSTRUCTIONS-CONSIGNMENT-Unless otherwise specified in the solicitation, each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, contract number, name of the Contractor, the name of the item, the item number, and quantity contained therein. In case of carload lots, the Contractor shall tag the car, stating Contractor's name and purchase order number. Any failure to mark items as required by the instructions will cause the Contractor to bear the risk of any resulting loss of or damage to material, or late delivery or misdelivery of material and any damages resulting therefrom. Deliveries must be made during the Loudoun County Public Schools' normal business day (Monday to Friday, except holidays, from 8:00 A.M. to 3:30 P.M.) and sufficiently before closing time to permit unloading, inspection, and storage, unless specific arrangements have previously been agreed upon with the School Board's storekeeper at the delivery point. The Contractor shall ensure compliance with these instructions for items that are drop-shipped.

55. RESPONSIBILITY FOR SUPPLIES TENDERED-The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the contractor within ten (10) days after date of notification, the School Board may return the rejected materials or supplies to the Contractor at his/her risk and expense or dispose of them as its own property.

56. INSPECTIONS-Inspection and acceptance of materials or supplies will be made after delivery at destination herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the School Board will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regards to latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the School Board for such materials or supplies as are not in accordance with the specifications.

57. COMPLIANCE-Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the bid. The decision of the Purchasing Agent as to reasonable compliance

with delivery terms shall be final. Burden of proof of delivery in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected.

58. DELAY-Should the Contractor be delayed by the School Board, there shall be added to the time of completion a time equal to the period of such delay caused by the School Board. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. This provision does not apply to public construction contracts.

59. METHOD AND CONTAINERS-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become property of the School Board unless otherwise specified by bidder.

60. REPLACEMENT-Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of this contract, shall be replaced by the Contractor at no cost to the School Board.

61. PACKING SLIPS OR DELIVERY TICKETS-All shipments shall be accompanied by Packing Slips or Delivery Tickets, and shall contain the following information for each item delivered:

- (1) The Purchase Order Number
- (2) The Name of the Article and Supplier's Stock Number
- (3) The Quantity Ordered
- (4) The Quantity Shipped
- (5) The Quantity Back Ordered
- (6) The Name of the Contractor

Bidders are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

### PAYMENTS

62. PAYMENT-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. The School Board reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provisions of the contract or any modifications thereto.

63. PARTIAL PAYMENTS-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, 10 percent (10%) of the value of the entire order may be retained until completion of contract.

64. PAYMENTS FOR EQUIPMENT, INSTALLATION, AND TESTING-When equipment involves installation (which shall also be interpreted to mean erection and/or setting upon or placing in position, service or use) and test, and where such installation or testing is delayed, payment may be made on the basis of fifty percent (50%) of the contract price when such equipment is delivered on the site. A further allowance of twenty five percent (25%) may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of seventy five percent (75%) at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

65. PAYMENTS TO SUBCONTRACTORS-Within seven (7) days after receipt of amounts paid to the contractor by the School Board for work performed by the subcontractor under that contract, the contractor shall either (a) pay the subcontractor for the proportionate share of the total payment received from the School Board attributable to the work performed by the subcontractor under that contract; or (b) notify the School Board and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. The contractor must pay interest at the rate of one percent per month unless provided otherwise to the subcontractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment from the School Board for work performed by the subcontractor under that contract, except for amounts withheld as allowed in (b) above. The contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the School Board.



In order to receive payment individual contractors must provide their social security numbers; and proprietorships, partnerships, and corporations must provide their federal employer identification numbers.

### **GENERAL**

66. **GENERAL GUARANTY**-Contractor agrees to:

- (a) Save the School Board, its agents and employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted compositions, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract which the Contractor is not the patentee, assignee, licensee or owner.
- (b) Protect the School Board against latent defective materials or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- (c) Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to his/her own work or to the work of other contractors, for which his/her workmen are responsible.
- (d) Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
- (e) Protect the School Board from loss or damage to School Board owned property while it is in the custody of the Contractor.

67. **SERVICE CONTRACT GUARANTY**-Contractor agrees to:

- (a) Furnish services described in the solicitation at the times and places and in the manner and subject to conditions therein set forth provided that the School Board may reduce the said service at any time.
- (b) Enter upon the performance of services with all due diligence and dispatch; shall assiduously press to its complete performance and shall exercise therein the highest degree of skill and competence.
- (c) All work performed and services rendered shall strictly conform to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices, and other agents.
- (d) Said services may be inspected by an employee of the School Board at any reasonable time and place selected by the School Board. The School Board shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- (e) The presence of a School Board/County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

68. **INDEMNIFICATION**-Contractor shall indemnify, keep and save harmless the School Board, its agents, officials, employees, and volunteers against all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgements, costs and expenses, which may or otherwise accrue against the School Board in consequence of the granting of a contract or which may or otherwise result therefrom, if it shall be determined that the act was caused through negligence or omission of the Contractor or his employees, of the subcontractor or his employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith. If any judgement shall be rendered against the School Board in any such action, the Contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the School Board as herein provided.

69. **OFFICIALS NOT TO BENEFIT**-

(a) Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no School Board official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.

(b) Whenever there is reason to believe that benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, the School Board, as a prerequisite to payment pursuant to the Contractor, or at any time may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

(c) In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to: Purchasing Agent, Loudoun County Public Schools, 102 North Street NW, Leesburg, VA 20176. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

70. COUNTY LICENSE-All firms doing business in Loudoun County are required to be licensed in accordance with the County's Business, Professional, and Occupational Licensing Tax Ordinance. Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL tax should be directed to the Office of the Commissioner of Revenue 703-777-0260.

71. REGISTERING OF CORPORATIONS-In accordance with Section 13.1-757, Code of Virginia, any foreign corporation transacting business in Virginia is required to secure a certificate of authority from State Corporation Commission, Post Office Box 1197, Richmond, VA 23209. The Commission may be reached at (804) 786-3733. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.

72. COVENANT AGAINST CONTINGENT FEES-The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. For violation of this warranty, the School Board shall have the right to terminate or suspend this contract without liability to the School Board or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission percentage, brokerage, or contingent fee.

73. VIRGINIA FREEDOM OF INFORMATION ACT-All proceedings, records, contacts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act, except as provided below:

(a) Cost estimates relating to a proposed transaction prepared by or for a public body shall not be open to public inspection.

(b) Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids prior to award, except in the event that the School Board decides not to accept any of the bids and to reopen the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiation of proposals are completed but prior to award, except in the event that the School Board decides not to accept any of the proposals and to reopen the contract. Otherwise, bid and proposal records shall be open to public inspection only after award of the contract. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

(c) Trade secrets or proprietary information submitted by a bidder, offeror, or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why

protection is necessary.

(d) Nothing contained in this section shall be construed to require the School Board, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the School Board.

### **BIDDER/CONTRACTOR REMEDIES**

74. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a contract which is less than \$100,000 shall be notified in writing by the Superintendent. If the contract is \$100,000 or more, the School Board shall make the determination of nonresponsibility. In any case such notice shall state the basis for the determination, which shall be final unless the bidder within ten (10) days institutes legal action as provided in Section 11-70 of the Code of Virginia. If, upon appeal, it is determined that the decision to award the contract was arbitrary or capricious and the award for the particular School Board contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the School Board contract in question. Where the award has been made and performance has begun, the School Board may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

75. PROTEST OF AWARD OR DECISION TO AWARD-Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the Superintendent no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. The written protest shall include the basis for the protest and the relief sought. The Superintendent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless within ten days the bidder or offeror institutes legal action as provided in Section 11-70 of the Code of Virginia.

(a) If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void. Where the award has been made and performance has begun, the Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the School Board. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

(b) Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this paragraph shall not be affected by the fact that a protest or appeal has been filed.

(c) An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid offer would expire.

76. CONTRACTUAL DISPUTES-Any dispute concerning a question of fact including claims for money or other relief as the result of a contract with the School Board which is not disposed of by agreement shall be declared by the Superintendent, who shall reduce his decision to writing and forward a copy thereof to the Contractor within ten (10) days. The decision of the Superintendent shall be final and conclusive unless within ten days of receipt of the written decision the Contractor institutes legal action as provided in Sec. 11-70 of the Code of Virginia. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment or as specified by the contract, whichever comes first; however, written notice of the Contractor's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

77. EXHAUSTION OF ADMINISTRATIVE REMEDIES-No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until all administrative remedies available under the above paragraphs have been exhausted and until statutory requirements have been met.

78. AUDIT OF RECORDS-The School Board reserves the right to perform or have performed an audit of the

records of the contractor for any service contract. The contractor shall make all records available for audit within a reasonable time.

Sandra F. Moody  
Purchasing Agent

## NOTICE TO ALL BIDDERS

The School Board of Loudoun County Public Schools occasionally experiences problems with vendors who, after being awarded a bid, indicate they have made an error or have some other difficulty and do not intend to honor their bid. For this reason we want all bidders to be fully aware of the school district's position with regard to the bidding process and the honoring of bids.

State of Virginia statutes require the School District to go through a prescribed bidding process on all purchases over defined dollar limits. The district takes the bidding process seriously and its intent is to solicit bids that are accurate and that each bidder intends to honor. As a bidder, you are expected to submit bids that are accurate, complete, and contain all terms and conditions which you feel are necessary. If you find changes to your bid are necessary after you have submitted it to the district, the following guidelines will control.

- I. Bids may be changed in any way or withdrawn any time UP TO the time of bid opening.
- II. AFTER BID OPENING, bids cannot be changed. If accepted the bid is considered to be a binding contract that you as the bidder will be expected to honor. If for any reason you do not perform the contract, the district can be expected to take whatever action it feels is appropriate to either require performance or to recover any losses or increased costs incurred by the district as a result of failure to honor the bid.
- III. Bidders are encouraged to have a representative at the bid opening if information on the bids submitted is desired. Staffing limitations of the district prevent results being read over the phone.
- IV. MAILING AND DELIVERY INFORMATION: Bids are returned to the following address:

LOUDOUN COUNTY PUBLIC SCHOOLS  
PURCHASING SUPERVISOR  
102 NORTH STREET, N.W. ROOM #1  
LEESBURG, VA 20176-2299